

CITY MANAGER  
MORENO VALLEY  
RECEIVED

RECORDING REQUESTED BY:

Moreno Valley Community Services  
District  
14075 Frederick Street  
Moreno Valley, CA 92552-0805  
Attention: Robert G. Gutierrez, City  
Manager

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Region 4  
5796 Corporate Ave  
Cypress, CA 90630  
Attention: John Scandura, Branch Chief  
Office of Military Facilities  
Southern California Operations Branch

2008 JUL 11 PM 4:13

DOC # 2008-0403668

07/23/2008 08:00A Fee:NC

Page 1 of 18

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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## COVENANT TO RESTRICT USE OF PROPERTY

### ENVIRONMENTAL RESTRICTION

(Re: Groundwater Restrictions at Parcel I-2, former March Air Force Base, County of  
Riverside, DTSC Site Code 400090, 2007)

This Covenant and Agreement ("Covenant") is made by and between the Moreno Valley Community Services District (the "Covenantor"), the current owner of the property commonly known as Parcel I-2, a portion of the former March Air Force Base, which is situated in Riverside, County of Riverside, State of California (the "Property"), and the Department of Toxic Substances Control (the "Department"). The Property is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference. Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and

the Department, collectively referred to as the "Parties", hereby agree pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, generally known as Parcel I-2 and totaling approximately 94 acres, contains recreational fields, open space, and six buildings. The Property is located in the closed portion of the former March Air Force Base in the County of Riverside, State of California. More specifically, the Property is bounded by Heacock Street on the east, Green Acres Housing on the west and generally bounded by the March Air Force Reserve cantonment area on the south and the former dormitories on the north. The Air Force transferred the Property to the Moreno Valley Community Services District as a public benefit conveyance via the National Park Service on June 5, 2008 <sup>791</sup> ~~2007~~. The Property does not yet have an Assessor's Parcel Number ("APN") from the County of Riverside. Recreational reuse will remain at the Property. Installation Restoration Program ("IRP") Site 4 (Landfill 6) is located within the boundaries of the Property.

1.02. Groundwater Contamination at the Property. In November 1989 the former March Air Force Base was placed on the United States Environmental Protection Agency's ("USEPA's") National Priority List ("NPL") of hazardous waste sites under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601-9675). Groundwater at the Property is contaminated with chlorinated solvents. The groundwater contamination at Parcel I-2 centers at Site 4 and extends to the west and east of the site. This groundwater contamination at Parcel I-2 is presented as a continuous plume (March Air Force Base 2005-2006 Annual Groundwater Monitoring Report, dated October 2006). No other IRP sites or sources of

groundwater contamination are known to be present at Parcel I-2. The Operable Unit 1 ("OU1") Record of Decision ("ROD"), dated December 1995 and approved by the Air Force, USEPA, Santa Ana Regional Water Quality Control Board, and the Department, identified Site 4 as a contributor of chlorinated hydrocarbons to the OU1 groundwater contamination. Section 5.2 of the OU1 ROD describes four plumes of contaminated groundwater within OU1, including the OU1 Groundwater Plume, the Site 4 Plume, the Site 18 Plume and the Site 31 Plume. The OU1 ROD states that "this [Site 4] plume is localized in the vicinity of Site 4 with the apparent source area near the southern end of the landfill. The primary contaminants are tetrachloroethene ("PCE") and trichloroethene ("TCE")." The OU1 ROD also indicates that 1994 Site 4 groundwater monitoring showed six organic chemicals with concentrations that exceeded applicable or relevant and appropriate cleanup standards as identified in the OU1 ROD. Maximum concentrations of these six chemicals were PCE: 260 micrograms per liter ("ug/L"), TCE: 85 ug/L, vinyl chloride: 8 ug/L, methylene chloride: 9 ug/L, bis (2-ethylhexyl) phthalate: 290 ug/L, and cis-1,2-dichloroethene: 21 ug/L. The OU1 ROD identified State and Federal Maximum Contaminant Levels ("MCLs") as cleanup standards for these chemicals. The ROD identified these MCLs as 5, 5, 0.5, 5, 4, and 6 ug/L, respectively.

According to the OU1 Remedial Investigation/Feasibility Study Report (July 1994), the disposed wastes at Site 4 contain chlorinated solvents and polynuclear aromatic hydrocarbons. Wastes may be found as deep as 25 feet below ground surface ("bgs"). The groundwater table at Site 4 is rising and is currently found at approximately 15 feet bgs (March Air Force Base 2005-2006 Annual Groundwater Monitoring Report, October 2006). This fact suggests that groundwater is currently in contact with the wastes. The Air Force conducts long-term groundwater monitoring at the Property, and there are seven groundwater monitoring wells located within the boundaries of the Property. The March Air Force Base 2005-2006 Annual Groundwater Monitoring Report (October 2006) provides recent monitoring data. The following table contains results of June 2006 groundwater sampling data on dissolved volatile organic compounds:

	4MW20	4MW21	4MW23	4MW25A	4MW26A	4MW27A	4MW28A
1,1 DCA	ND	0.21	ND	ND	ND	0.29	ND
1,1 DCE	ND	ND	ND	ND	ND	ND	ND
1,2 DCA	ND	ND	ND	ND	ND	ND	ND
Benzene	ND	ND	ND	ND	ND	0.24	ND
CT	ND	ND	ND	ND	ND	ND	ND
Chlorobenzene	0.32	ND	ND	ND	ND	ND	ND
Chloroform	ND	NA	ND	0.78	0.27	ND	ND
Cis-1,1-DCE	4.2	0.41	ND	7.7	3.2	0.78	ND
Ethylbenzene	ND	ND	ND	ND	ND	ND	ND
MTBE	ND	0.21	ND	ND	ND	0.31	ND
PCE	9.6	7.5	2.1	54	17	7.6	0.35
Toluene	ND	ND	ND	ND	ND	1	ND
Trans-1,2-DCE	ND	ND	ND	ND	ND	ND	ND
TCE	3.5	0.9	ND	4.3	2	1.7	ND
Vinyl Chloride	0.26	ND	ND	ND	ND	0.23	ND

**Notes:**

Concentrations are in ug/L

Samples were collected in June 2006

CT: carbon tetrachloride

DCA = dichloroethane

DCE = dichloroethylene

MTBE = methyl tertiary-butyl ether

ND = not detected

PCE = tetrachloroethene

TCE = trichloroethene

Source: March Air Force Base 2005-2006 Annual Groundwater Monitoring Report, October 2006

1.02.1. The OU1 ROD selected remedy for groundwater at Site 4 is to utilize the OU1 existing groundwater extraction and treatment systems ("GETS"), supplemented with additional extraction wells and granular activated carbon treatment units as necessary, to stop the migration of the on-base groundwater contamination off-base and to treat the existing contaminated groundwater. The GETS is described in the Final Revised Quality Program Plan Long-Term Groundwater Monitoring, Long-Term Operation, and Long-Term Operation and Maintenance Programs, March Air Reserve Base, California (June 2004). There are two groundwater extraction wells installed at Site 4 to pump contaminated groundwater. Extracted groundwater is piped to the enhanced GETS for treatment. Low concentrations of PCE and TCE in the aquifer downgradient of Site 4 will be allowed to dissipate. Groundwater monitoring will be

conducted to ensure that the on-base portion of the groundwater contamination does not migrate off-base, to ensure that the maximum concentration of off-base contaminants continues to fall, and to ensure that the off-base groundwater contamination does not threaten off-base water supplies. Additional long-term groundwater monitoring requirements are included in the remedy, and five-year reviews are required to evaluate the effectiveness of the augmented GETS system in stopping contaminant migration off-base and to ensure protection of off-base water supplies. The OU1 ROD selected remedy for groundwater contamination at Site 4 also includes deed restrictions to prohibit the use of groundwater until groundwater cleanup standards have been achieved.

1.03. Groundwater Remedial Action at Site 4. In 2001 the Air Force installed two groundwater extraction wells at Site 4 to pump contaminated groundwater to the OU1 groundwater treatment system. Operation and maintenance of the groundwater pump and treat system and groundwater monitoring are being conducted by the Air Force as part of the final remedies for this site as specified in the OU1 ROD and as described in the Final Revised Quality Program Plan Long-Term Groundwater Monitoring, Long-Term Operation, and Long-Term Operation and Maintenance Programs, March Air Reserve Base, California (June 2004). These remedial actions will continue until concentrations of chlorinated solvents in groundwater fall below groundwater cleanup standards specified in Table 6-2 of OU1 ROD.

1.04. Groundwater Risk Assessment Information in the Vicinity of Site 4. As described in the OU1 ROD, the calculated excess cancer risk from exposure to groundwater at Site 4 for future onsite residents is 4.2 in one thousand. For industrial workers the estimated excess cancer risk is 3.1 in one thousand. The Hazard Index due to groundwater contamination at Site 4 to future onsite residents and industrial workers is 20, which exceeds the acceptable value of one. The OU1 ROD concluded that actual or threatened releases of hazardous substances from Site 4, if not addressed by the response actions selected in the OU1 ROD, may present a current or potential threat to public health, welfare or the environment.

ARTICLE II  
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III  
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved,

held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. If the new owner's Property has been assigned APN(s), each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific

provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for the current and all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

#### ARTICLE IV RESTRICTIONS

4.01. Groundwater Management for the Property.

- (a) The Owner shall not conduct or allow others to conduct at the Property injection or release of water or other fluids except for the purpose of monitoring groundwater or landfill gas, without the prior written approval of the Department.
- (b) Handling and disposal of contaminated groundwater shall be conducted in accordance with all applicable Federal, State, and local requirements governing removal, transport, and disposal of groundwater.

4.02. Prohibited Activities. The following activities shall not be conducted at the Property until the Department determines that groundwater cleanup standards have been achieved as specified in the OU1 ROD:

- (a) use or extraction of groundwater from the Property for any purpose other than groundwater monitoring.
- (b) injection of water or other fluids at the Property that might affect groundwater flow direction.
- (c) activities that would cause disturbance of the groundwater extraction and monitoring systems described in the Final Revised Quality Program Plan



Long-Term Groundwater Monitoring, Long-Term Operation, and Long-Term Operation and Maintenance Programs, March Air Reserve Base, California (June 2004)

- (d) activities that limit access to groundwater extraction and monitoring systems described in the Final Revised Quality Program Plan Long-Term Groundwater Monitoring, Long-Term Operation, and Long-Term Operation and Maintenance Programs, March Air Reserve Base, California (June 2004)
- (e) installation of groundwater extraction or monitoring wells except as authorized by the OU 1 ROD.

4.03. Non-Interference with ongoing monitoring, assessment, or remediation activities. Construction, operations, or other activities on the Property shall not interfere with ongoing monitoring, assessment, or remediation activities being conducted by or for federal, state, or local regulatory agencies, unless specifically approved by the Department. Disturbance of existing or future groundwater wells (installed for ongoing monitoring, assessment, or remediation) and connecting pipes is prohibited unless specifically approved by the Department.

4.04. Access for Implementing Groundwater Remediation. The Air Force shall have reasonable right of entry and access to the Property for implementing groundwater monitoring and remediation on the Property until the Department determines that no further groundwater monitoring and remediation are required.

4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.06. Notification of Discovery of Activities Affecting Groundwater Monitoring and Extraction Systems. The Owner or Occupant shall notify the Department and the

Covenantor of the discovery of any activities conducted by the Owner or Occupant interfering with or adversely affecting any groundwater extraction, treatment or monitoring installation for the Property. The Owner or Occupant shall provide the notification within seven (7) working days after the discovery of the activity and shall include information regarding the type of activity, date of activity, and location of the activity on the Property.

## ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue enforcement actions as provided by law.

## ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:                Robert G. Gutierrez, City Manager  
                                Moreno Valley Community Services District  
                                14075 Frederick Street  
                                Moreno Valley, CA 92552-0805

To Department:        John Scandura, Branch Chief  
                                Southern California Operations Branch  
                                Office of Military Facilities  
                                Department of Toxic Substances Control  
                                5796 Corporate Ave  
                                Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15<sup>th</sup> of each year. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

Covenantor:

By:

Date: 6/05/08

COUNTY OF Riverside )

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Natasha Y. Burdi  
(Signature of Notary Public)

Department of Toxic Substances Control

By: \_\_\_\_\_

Title: John Scandura, Branch Chief  
Office of Military Facilities  
Southern California Operations Branch

Date: July 9, 2008

STATE OF CALIFORNIA )

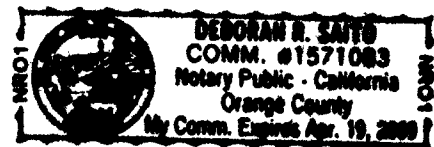
COUNTY OF Orange )

On July 9, 2008 before me, Deborah R. Saito, Notary Public  
(Name, Title of Officer)

personally appeared John Scandura  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Deborah R. Saito

(Signature of Notary Public)

(Seal)

## Exhibit A

A-1. Legal description of Property

A-2. Engineering Survey Showing Property Boundaries

A-3. Engineering Survey Showing Property Boundaries

## EXHIBIT A-1. Legal description of Property

### Parcel I-2

BEING PORTIONS OF MARCH AIR RESERVE BASE AND OTHER PROPERTIES LYING WITHIN THE ALESSANDRO TRACT, RECORDED IN MAP BOOK 6, PAGE 13; MAP NO.1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT, RECORDED IN MAP BOOK 11, PAGE 10, BOTH RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; AND PORTIONS OF SECTIONS 13 AND 24 IN TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ALL SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 89°39'13" WEST 804.03 FEET ON RECORD OF SURVEY NO. 121, PAGES 83-90, RECORDS OF SAID RIVERSIDE COUNTY; THENCE ALONG THE BOUNDARY OF SAID RECORD OF SURVEY, BEING THE EXISTING CANTONMENT LINE OF SAID MARCH AIR RESERVE BASE AS SHOWN THEREON, ON THE FOLLOWING COURSES:

NORTH 00°00'28" WEST, A DISTANCE OF 257.86 FEET;  
NORTH 00°31'51" EAST, A DISTANCE OF 433.76 FEET;  
NORTH 00°22'13" EAST, A DISTANCE OF 298.49 FEET;  
NORTH 89°45'54" WEST, A DISTANCE OF 403.63 FEET;  
NORTH 34°22'31" WEST, A DISTANCE OF 50.19 FEET;  
NORTH 00°09'43" WEST, A DISTANCE OF 129.66 FEET;  
NORTH 89°26'18" WEST, A DISTANCE OF 593.77 FEET;  
NORTH 88°58'35" WEST, A DISTANCE OF 188.10 FEET;  
NORTH 03°47'38" WEST, A DISTANCE OF 27.57 FEET;  
NORTH 88°59'03" WEST, A DISTANCE OF 27.85 FEET;  
THENCE LEAVING SAID CANTONMENT BOUNDARY ALONG THE FOLLOWING COURSES:

NORTH 00°22'05" EAST, A DISTANCE OF 565.45 FEET;  
NORTH 00°30'58" EAST, A DISTANCE OF 496.09 FEET;  
SOUTH 89°39'31" EAST, A DISTANCE OF 421.02 FEET;  
SOUTH 89°34'40" EAST, A DISTANCE OF 407.50 FEET;  
SOUTH 00°28'12" WEST, A DISTANCE OF 470.07 FEET;  
SOUTH 89°33'20" EAST, A DISTANCE OF 399.97 FEET;  
NORTH 88°31'28" EAST, A DISTANCE OF 400.56 FEET;  
NORTH 00°27'54" EAST, A DISTANCE OF 2.88 FEET;  
NORTH 00°28'26" EAST, A DISTANCE OF 85.00 FEET;  
NORTH 89°59'45" EAST, A DISTANCE OF 398.00 FEET;  
NORTH 00°06'15" WEST, A DISTANCE OF 367.27 FEET;  
SOUTH 89°37'50" EAST, A DISTANCE OF 325.00 FEET;  
NORTH 00°24'32" WEST, A DISTANCE OF 446.10 FEET;  
SOUTH 65°55'10" EAST, A DISTANCE OF 206.57 FEET;  
SOUTH 47°26'58" EAST, A DISTANCE OF 88.69 FEET;  
SOUTH 00°26'12" WEST, A DISTANCE OF 2575.85 FEET TO A POINT IN AFORESAID CANTONMENT LINE AS SHOWN ON SAID RECORD OF SURVEY NO. 121, PAGES 83-90; THENCE ALONG SAID CANTONMENT LINE ON THE FOLLOWING COURSES:  
NORTH 89°38'50" WEST, A DISTANCE OF 545.26 FEET;  
NORTH 00°25'04" WEST, A DISTANCE OF 19.49 FEET;  
NORTH 89°39'13" WEST, A DISTANCE OF 804.03 FEET **TO THE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 93.32 ACRES, MORE OR LESS.



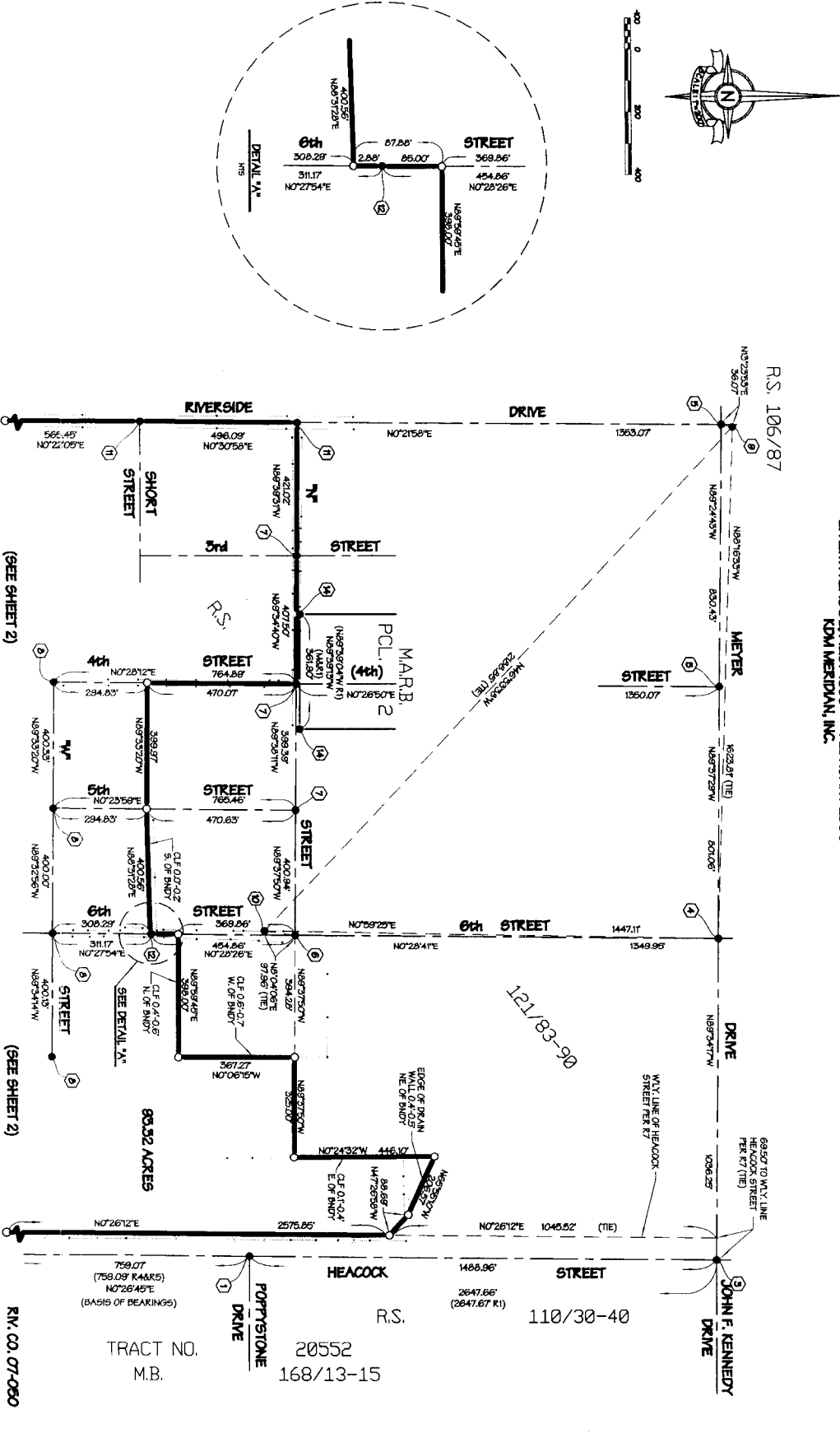
# EXHIBIT A-2. Engineering Survey Showing Property Boundaries

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY  
AND THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA

## RECORD OF SURVEY

BEING A SURVEY OF PORTIONS OF MARCH AIR RESERVE BASE AND OTHER PROPERTIES LYING WITHIN THE ALESSANDRO TRACT, RECORDED  
IN MAP BOOK 6, PAGE 13, MAP NO. 1 OF THE DEAR VALLEY AND ALESSANDRO DEVELOPMENT, RECORDED IN MAP BOOK 11, PAGE 10, BOTH  
RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; AND A PORTION OF SECTION 24 IN TOWNSHIP 3 SOUTH, RANGE 4 WEST, 55.M.

E. KEITH KLUGGE, P.L.S., A.S.C. FEBRUARY 2006  
KDM MERIDIAN, INC.



# RECORD OF SURVEY

E. KEITH KLUGE, P.L.S. 4500 FEBRUARY 2006  
KDM MERIDIAN, INC.

